

Name of managing group:  
Premises  
Current Chair: Annette Harper

## **ROOM HIRE**

### **Purpose**

To set out the terms and conditions of room hire at Hathern Community Library

### **Policy Statement**

Hathern Community Library will offer room hire to persons or groups for the benefit of the community subject to the Terms and Conditions and the Health and Safety Information set out in this document.

### **Scope and responsibilities**

Room Hire Booking is the responsibility of the Premises Committee. All monies connected with Room Hire and receipts are the responsibility of the Treasurer. Room hire can only be made when the library is not open.

### **Procedure**

Initial requests for room hire can be made to any volunteer who should check the diary to see if the room is free and issue a booking form from the Room Hire booking file.

Booking forms should be returned to the Premises Committee c/o the library in an envelope marked room booking and stored for the attention of the Premises Committee.

At least two members of the Premises Committee should accept or deny the booking and contact the prospective Hirer with the outcome.

Payment should be made prior to the booking and processed by the Treasurer.

Name of managing group:  
Premises  
Current Chair: Annette Harper

The Premises Committee Chair will make arrangements for opening before and closing after hire. (NB this does not have to be the Premises Committee Chair).

### **Appendices**

Terms and Conditions for Room Hire at Hathern Community Library  
Room Hire Booking Form

### **Related Policies**

Health & Safety Policy

Name of managing group:  
Premises  
Current Chair: Annette Harper

## **TERMS AND CONDITIONS OF ROOM HIRE IN HATHERN COMMUNITY LIBRARY**

### *1 Definitions and Interpretation*

- 1.1 Hathern Community Library - means the Hathern Community Library, Charity number: 1163357, Greenhill, Hathern, Leicestershire LE12 5LF.
- 1.2 The Hirer - means the person or organisations as set out on the Room Hire Booking Form.
- 1.3 The Premises - means the Hathern Community Library building.
- 1.4 Total amount due - means the total amount that the Hirer is required to pay to Hathern Community Library as set out on the Room Hire Booking Form.

### *2 Booking*

- 2.1 The Hirer may submit a Room Hire Booking Form electronically however, the Hirer's booking will only be accepted upon receipt of a signed Room Hire Booking Form and confirmed upon payment of the Total Amount Due.

### *3 Use of Premises*

- 3.1 The Hirer shall not use the Premises for any purpose other than that described on the Room Hire Booking Form and shall not sub-hire or use the Premises or allow the Premises for any unlawful purpose or in any unlawful way, nor do anything or bring onto the Premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol on the Premises without prior written permission of Hathern Community Library.

### *4 Licences*

Name of managing group:

Premises

Current Chair: Annette Harper

4.1 The Hirer shall be responsible for obtaining any licences and for completing any returns that may be required by the Performing Rights Society, Phonographic Performance Ltd, The Copyright Licensing Agency Ltd and all similar bodies in connection with the hiring and the Hirer shall indemnify Hathern Community Library against the consequences of the Hirer's failure to do so.

#### *5 Gaming, Betting and Lotteries*

5.1 The Hirer shall ensure that nothing is done on or in relation to the Premises in contravention of the law relating to gaming, betting and lotteries.

#### *6 Public Safety Compliance*

6.1 The Hirer shall comply with all conditions and regulations made in respect of the Premises by the Fire Authority, Local Authority, the Local Magistrate's Court or otherwise, particularly in connection with any event which include public dancing or music or similar public entertainment or stage plays.

#### *7 Electrical Appliance Safety*

7.1 The Hirer shall ensure that any electrical appliances brought by them onto the Premises and used there shall be safe and in good working order, and used in a safe manner and have been tested in accordance its current safety testing requirements.

#### *8 Alterations*

8.1 The Hirer must not make any alterations to the Premises without prior agreement with Hathern Community Library, including its contents.

#### *9 Food and Drink*

9.1 The Hirer shall not and shall not allow food or drink to be consumed within the Premises without prior agreement with Hathern Community Library.

9.2 The Hirer shall, if preparing, serving or selling food, observe all relevant food and hygiene legislation and regulations.

Name of managing group:

Premises

Current Chair: Annette Harper

9.3 If the Hirer wishes to use caterers on the Premises during the event the Hirer must ensure that the caterers comply with all health and hygiene legislations and regulations.

## 10 *Animals*

10.1 The Hirer shall ensure that no animals except Assistance Dogs are brought onto the Premises other than with the prior written consent of Hathern Community Library.

## 11 *General Regulations*

11.1 The Hirer shall ensure that the following conditions are adhered to in full:

11.1.1 No preparation may be applied to the floors.

11.1.2 No interference with any equipment, books or any other materials.

11.1.3 No interference with the heating system or hot water thermostat.

## 12 *Nuisance*

12.1 The Hirer must not do or allow anyone attending their hiring to do anything on the Premises which is or may become a nuisance to Hathern Community Library or other Hirer's or to the occupants of neighbouring property. The Hirer shall be responsible for requiring any person causing such a nuisance to leave the Premises. It is the Hirer's responsibility to ensure that the minimum of noise is made on arrival and departure.

## 13 *Children*

13.1 The Hirer shall ensure that where a hiring involves activities aimed predominantly at children, they have appropriate child protection policies and procedures and that they themselves and those likely to have contact with children have been subject to enhanced Criminal Record Bureau checks.

13.2 Where the Hirer wishes to use the Premises for a purpose which involves a regulated activity as described by the Safeguarding of Vulnerable Groups Act 2006 Hathern Community Library will require the Hirer to provide evidence that the necessary CRB or any other appropriate checks have been carried out on all persons. Hathern Community Library reserves the right to review child protection policies and procedures and to impose any additional requirement they consider

Name of managing group:

Premises

Current Chair: Annette Harper

appropriate in connection with the hiring. If for any reason Hathern Community Library are not satisfied they reserve the right to cancel any hiring and there shall be no liability to the Hirer other than to refund any of the Total Amount

Due (including any deposit paid).

#### *14 Sale of Goods*

14.1 The Hirer must not use the Premises for any auction sale, trade, business or manufacture without the written agreement of Hathern Community Library or for any illegal or immoral act or purpose and Hathern Community Library reserves the right to cancel with immediate effect any hiring where such use is taking or is intended to take place without refund of the Total Amount Due (including any deposit paid).

#### *15 Unfit for Use*

15.1 Hathern Community Library may cancel any hiring if the Premises are rendered unfit or become unavailable due to unforeseen circumstances or are required for any other use by Leicestershire County Council. There shall be no liability to the Hirer other than to refund any of the Total Amount Due (including any deposit paid) for the cancelled hiring.

#### *16 Refusal of Booking*

16.1 The Premises shall not be hired to any organisation which incites to violence or have racist aims including:

The National Front

The New National Front

British National Party

English Democratic Party

16.2 Hathern Community Library may cancel any hiring if in its opinion the hiring organisation for which the Premises are hired has racist policies, regardless of the stated reason for hiring the building. In such an event Hathern Community Library shall incur no liability to the Hirer whatsoever, other than the return of any of the Total Amount Due that has been paid by the Hirer in respect of such cancelled hiring.

#### *17 End of Hire*

Policy: Room hire

6 of 11

Date :6/11/17

Date of review:6/11/18

Name of managing group:

Premises

Current Chair: Annette Harper

17.1 The Hirer shall ensure that the Premises are vacated at the time specified on the Room Hire Booking Form under 'Finish time of event' and no later than 10pm. In the event that the Hirer and their party have not vacated the Premises by the time stated Hathern Community Library shall at its discretion make an additional charge.

17.2 The Hirer shall be responsible for leaving the Premise and surrounding area in a clean and tidy condition and any contents temporarily removed from their usual positions properly replaced. If this condition is not complied with Hathern Community Library shall at its discretion make an additional charge.

#### 18 *Payment and Total Amount Due*

18.1 The details of the Total Amount Due are set out on the Room Hire Booking Form.

18.2 The Hirer will pay all hire charges in advance of the room hire.

18.3 The Hirer shall pay the Total Amount Due. Chequers should be made payable to 'Hathern Community Library'.

18.4 If payment is not made in accordance with this clause 18.3 or if any other terms of this Agreement not complied with then Hathern Community Library reserves the right to cancel the booking. Any amount paid by the Hirer will not be refunded.

#### 19 Insurance

19.1 During the period of hiring, the Hirer shall be responsible for all damages, losses, claims and costs arising out of their use of the Premises and shall indemnify Hathern Community Library from and against any expense liability loss claim or proceedings including claims for personal injury to or the death of any person whatsoever arising out of the course of or caused as a result of the hiring except where due to the negligence of Hathern Community Library.

19.2 **The Hirer is required to have adequate Public Liability Insurance in place for the use of the Premises and to produce the evidence at the time of booking. The level of indemnity of the Public Liability Insurance must be no less than £5,000,000 for each and every claim. If the Hirer has not adequate Public Liability Insurance an additional charge of 10% of the Total Amount Due will be incurred.**

#### 20 *Cancellation*

Policy: Room hire

7 of 11

Date :6/11/17

Date of review:6/11/18

Name of managing group:

Premises

Current Chair: Annette Harper

- 20.1 The Hirer must give Hathern Community Library at least 24 hours notice of their wish to cancel the booking. If such notice is given to Hathern Community Library the Total Amount Due shall be refunded to the Hirer.
- 20.2 If a booking is made less than 24 hours prior to the date that the Premises are required and the Hirer cancels the booking Hathern Community Library is not liable to refund any monies to the Hirer, except at their discretion.

## 21 Health and Safety

21.1 The Hirer acknowledges that he has been provided with a copy of the risk assessment for the Premises. If the Hirer for any reason considers that the risk assessment document requires any amendment to reflect the Hirer's proposed use of the Premises the Hirer must make Hathern Community Library aware and provide them with details in writing of the necessary amendments.

21.2 The Hirer agrees to comply with Health and Safety requirements:

21.3 The Hirer acknowledges that he is familiar with the following:

- (a) Fire alarm points
- (b) Fire evacuation procedures
- (c) Location of telephone
- (d) Location of first aid kit
- (e) Location of the accident reporting book

21.4 In accordance with the Premises' fire evacuation plan the Hirer is required to:

- (a) Keep a register of people in the Premises and people who leave the Premises early.
- (b) Familiarise all participants with the position of a telephone, fire alarm points, fire evacuation routes, fire refuge points and fire assembly point.
- (c) Ensure that all necessary arrangements have been made to evacuate wheelchair bound participants from the building.
- (d) Comply with the internal reporting procedures of the Premises which Hathern Community Library will inform the Hirer of on the date of hiring.

## 22 Data Protection



Name of managing group:

Premises

Current Chair: Annette Harper

22.1 Personal data supplied on the Room Hire Booking Form will be held in accordance with the Data Protection Act 1998 as management information and will not be shared with any other party except Leicestershire County Council's Library Service.

### *23 General Terms*

23.1 If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in force and effect, and such invalid or unenforceable provisions or portion thereof shall be deemed omitted.

23.2 No term of this agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this agreement, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

23.3 This Agreement will be governed by and interpreted in accordance with the laws of England and the English courts shall have exclusive jurisdiction with respect to any dispute arising under this Agreement.

### **LIBRARY BOOKING FORM (FOR OCCASIONAL USE)**

Name of managing group:  
Premises  
Current Chair: Annette Harper

NAME OF APPLICANT	
POSITION IF APPLYING ON BEHALF OF A SOCIETY, CLUB OR OTHER BODY	
ADDRESS	
TELEPHONE	
EMAIL	
INVOICE ADDRESS IF DIFFERENT FROM ABOVE	
PURPOSE FOR WHICH ROOM BOOKING IS REQUIRED	

I wish to apply to hire Hathern Community Library as detailed in the Schedule below for the purpose shown and in consideration of the letting being granted I undertake to indemnify Hathern Community Library. I have read and accepted the attached terms and conditions.

Signed	
Date	
Date of hire requested	
Time from	

Name of managing group:

Premises

Current Chair: Annette Harper

Time to

## HIRE CHARGES

Bookings can be made on an hourly basis as follows:

casual bookings: £12 per hour

Regular bookings: £7.50 per hour plus £20 Association Fee

<b>FOR HCL USE ONLY</b>	
Copy of Public Liability Insurance seen	Y/N. Date of cover:
Basic room hire	£
Insurance	£
Any other charge	£
<b>TOTAL AMOUNT DUE</b>	£
Receipt No	